

AGREEMENT

Between the

**Local 238, Chauffeurs, Teamsters,
and Helpers**

and the

Cedar Rapids
Community School District

Cedar Rapids, Iowa

2006 – 2009

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ARTICLE I RECOGNITION AND DEFINITIONS

A. UNIT

The Cedar Rapids Community School District hereby recognizes Chauffeurs, Teamsters and Helpers, Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case #1351) issued by the PERB on December 22, 1978, and as amended by PERB (Case #1826) on June 1, 1981. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All bus drivers and bus attendants of the Cedar Rapids Community School District except those specifically excluded below.

EXCLUDED: Transportation supervisors, dispatchers, transportation secretarial personnel, utility drivers, mechanics, all other school district employees, and all other persons excluded by Section 4 of the Act.

B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term, "union," as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers, Local Union No. 238, an affiliate of the International Brotherhood of Teamsters or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term "school year," as used in this Agreement, shall mean that period of time commencing with the first date of an official school calendar and continuing through the last day of said calendar.

ARTICLE II WORK DAY AND WORK WEEK

A. WORK DAY

The normal work day for each employee shall be scheduled according to the needs of the school district. The normal hours shall be designated by the responsible administrator. All employees shall perform services on those days as determined by the District to be work

days, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

B. WORK WEEK

The work week shall be Saturday through Friday.

**ARTICLE III
BASIC COMPENSATION**

A. RATES OF PAY

The following hourly rates of pay shall be in effect for this Agreement:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Regular Route Rate	\$13.70	\$14.20	\$14.80
Extra Trip Rate	\$13.70	\$14.20	\$14.80
Bus Attendants	\$ 9.87	\$10.37	\$10.97

B. LONGEVITY PAY

The following longevity differentials shall be paid:

<u>Years of Service Completed</u>	<u>Hourly Differential from rates in Section A</u>
3 or more years service	20¢
6 or more years service	30¢
9 or more years service	40¢
12 or more years service	45¢
15 or more years service	55¢
18 or more years service	65¢
21 or more years service	75¢
24 or more years service	85¢
27 or more years service	95¢
30 or more years service	\$1.10

C. REQUIRED MEETINGS AND LEARNING ROUTES

Required safety meetings shall be paid at the employee's regular route rate of pay. During the year the District shall hold a minimum of three (3) safety meetings. Meetings shall not be scheduled to be longer than four (4) hours in length.

Time spent learning routes shall be paid at the employee's regular route rate of pay. An employee shall be paid the regular route rate of pay when performing the role of an instructor teaching new routes. Time spent updating a route will continue to be paid at an hourly rate of \$7.00.

D. OVERNIGHT TRIPS

In the event the driver is required to pay for lodging and meals, the driver shall be reimbursed the actual amount not to exceed the per diem allocations as established by the school district. Each driver must submit receipts verifying expenses incurred beyond a twenty mile radius of Cedar Rapids. The driver's work day shall end when the group advisor releases the driver from driving responsibilities for such day.

E. EXTRA TRIPS - MEAL ALLOWANCE

When an employee drives an extra trip beyond a twenty (20) mile radius of Cedar Rapids that exceeds three (3) hours duration in driving and waiting time, the school district shall reimburse the actual amount not to exceed the meal(s) per diem allocation as established by the school district. Each driver must submit receipts verifying expenses for meals purchased beyond a twenty mile radius of Cedar Rapids.

F. MEAL PERIOD

There shall be no deduction of pay for a meal period.

G. SHOW UP TIME

An employee who shows up for a regular route or portion thereof that is canceled shall be paid a minimum of two and one half (2 1/2) hours at the appropriate rate of pay. The employee may be assigned other duties for the two and one half (2 1/2) hours.

H. CALL IN

An employee who is called in for a regular route or portion thereof that was not previously assigned to that employee shall be paid a minimum of two and one half (2 1/2) hours at the appropriate rate of pay. This provision shall not apply when the regular route or portion thereof occurs immediately prior to or subsequent to a previously assigned route. If a route or portion thereof is canceled, the employee may be assigned other duties for the two and one half (2 1/2) hours.

I. BID STAND BY TIME

Employees required to "stand by" at the Transportation Center shall be paid a minimum of three (3) hours at the appropriate rate of pay.

J. MODIFIED WORK DAY

1. School Closure: In the event that schools are closed, as determined by the Superintendent or designee, employees shall not be required to report for work unless required to do so by the Manager-Transportation.

Employees that have an assigned report time that is within one (1) hour of the school closure announcement shall be paid a guarantee of two and one half (2 1/2) hours at the appropriate rate of pay if they report.

If the school closure announcement has been made at least one (1) hour prior to the employee's assigned report time, the employee will not be paid.

2. Delayed Start to the School Day: In the event that the Superintendent or designee declares a delay in the start of the school day, those employees who report for work, and who have an assigned report time that is within one (1) hour of the school delay announcement shall be paid. Other employees will be required to adjust their report time accordingly and will be paid the regular assigned route time and rate of pay.
3. District Early Dismissal: Employees that are required to report twice on an early dismissal schedule shall receive a minimum of two and one half (2 1/2) hours at the appropriate rate of pay for each portion of their assigned route.

Those employees that are required to report for any portion of their assigned route shall be paid a guarantee of two and one half (2 1/2) hours at the appropriate rate of pay. Those routes not affected by an early dismissal schedule will receive the appropriate assigned time and rate of pay for that route.

When a driver or attendant has conflicting routes, s/he shall be paid the longer of the two.

4. Inservice Days: Employees required to report for work on an inservice day will be paid the appropriate route time and the appropriate rate of pay for their assigned route(s). The District may assign additional duties during the route time guarantee.

All continuing education classes and first aid classes shall be held on scheduled inservice days, whenever possible, during normal working hours.

K. PROBATIONARY PERIOD

All new employees shall serve a probationary period of forty-five (45) working days. The probationary period shall commence on the first assigned work day.

L. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day. Employees may, at their option, be allowed to use direct deposit, however all employees hired after July 1, 2003, shall use direct deposit, unless otherwise requested in writing by the employee.

**ARTICLE IV
DUES DEDUCTION**

A. AUTHORIZATION

The Union shall deliver to the school district an assignment in writing, duly executed by an employee, authorizing payroll deduction of Union dues and initiation fees. As used herein, "Union dues" shall mean any payment of monies to the Union or its affiliates specified in writing by the employee on the proper assignment form, provided such to include assessments and non-current dues. The form of such assignment shall be designated by the Union, but shall not be altered once calculated and requested from the district, unless mutually agreed to by the Union secretary-treasurer and the Executive Director of Human Resources/designee. The school district shall not authorize payroll deduction of dues for any other organization claiming to represent employees.

B. REGULAR DEDUCTION

Pursuant to the above authorization, the school district shall deduct the amount described therein from all paychecks commencing thirty (30) calendar days following receipt of such authorization, but no earlier than the first paycheck in October and no later than the final paycheck in June. The school district shall not be required to vary the amount of deduction from one pay date to another.

C. DURATION

A dues deduction authorization shall continue in effect according to its terms, provided such authorization shall be revocable by the giving of notice in writing. The school district shall not be obligated to implement such revocation for a period not to exceed thirty (30) calendar days following receipt of such notice.

D. TERMINATION

Termination of employment shall be deemed to include a notice of revocation of authorization unless the employee shall otherwise advise the school district in writing.

E. TRANSMISSION OF DUES

The school district shall transmit to the Union the total deduction for Union dues within thirty (30) calendar days of their deduction, along with a listing of employees for whom deduction was made, provided the Union shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deduction in compliance with this Article.

ARTICLE V GROUP INSURANCE

A. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

Option B

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such election. Failure to report within such time limit shall be treated as an election not to have the District supplement the benefits.

B. TORT LIABILITY INSURANCE

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa.

For the purpose of: C. Life Insurance and D. Disability Insurance, an eligible employee will be one who works 30 hours or more per week.

C. LIFE INSURANCE

For each eligible employee, the school district shall provide a group term insurance plan which includes \$20,000 life insurance coverage and an additional \$20,000 for accidental death and dismemberment benefit in accordance with the policy in force.

D. LONG-TERM DISABILITY INSURANCE

For each eligible employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

**ARTICLE VI
LEAVES OF ABSENCE**

A. PERSONAL ILLNESS OR DISABILITY LEAVE

All regular employees shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days
and each subsequent year	

Personal illness or disability leave shall be pro-rated, based upon regular daily assigned hours, excluding extra trips. Personal illness or disability leave pay shall be approved by the Manager-Transportation or designee after submission of an Employee Absence Report form. A medical doctor's certificate may be required to verify illness granted under this provision.

Personal illness or disability leave may be accumulated to a maximum of one hundred eighty (180) days.

B. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

C. EMERGENCY LEAVE

An employee may be granted three (3) days of emergency leave per year with pay. Emergencies which qualify for use of this leave allowance are those extraordinary situations

that arise requiring the employee's attention which cannot be attended to outside of work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits.

An oral request shall be submitted in advance and then confirmed in writing within five (5) days after returning to work. The request shall state the reason for the leave.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate.

D. BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee shall be granted up to five (5) days of leave of absence at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

The death of some other person may warrant the same treatment as listed for the above category. Such cases will be considered on an individual basis. The amount of leave allowed for the death of some other person is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to the provisions of Article XI of this Agreement.

E. MILITARY LEAVE

Military leave shall be granted in accordance with applicable federal and state laws. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

F. GENERAL LEAVE

An employee may apply for a general leave of absence not to exceed twenty-five (25) working days. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee. An employee on unpaid general leave not exceeding twenty-five (25) working days will be assigned his/her previously held route upon return to duty. The employee's seniority ceases to accumulate while on unpaid general leave. Leaves of absence for the purpose of taking other employments will not be granted.

G. MEDICAL LEAVE

When an employee is absent from his/her position because of personal illness, disability, or serious illness in the family as defined by the Family and Medical Leave Act (FMLA), the employee shall maintain the right/incumbency to his/her previously held route until the conclusion of the paid/unpaid leave. The District may request a statement from a medical doctor to verify the need for the appropriate dates for such leave. Employee's said route may be put up for temporary bid if the employee is to be off for twenty-five (25) days or longer.

H. PERSONAL LEAVE

It is recognized that certain personal matters cannot be cared for after school hours, on weekends, or during vacation periods. Each employee shall be allowed one (1) day personal leave, the scheduling of which shall be subject to the approval of the responsible administrator. Personal leave shall not be approved in the first ten (10) nor the last ten (10) days of the student school year. Such leave shall not be deducted from regular sick leave, and if unused at the end of the fiscal year, shall accumulate to a maximum of two (2) days. If unused after the two day maximum, it shall accumulate as a day of sick leave.

ARTICLE VII HOLIDAYS

Employees shall be granted the following holidays with pay.

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

Memorial Day
New Year's Eve
New Year's Day
Good Friday

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district shall pay that holiday on the next non-work day.

An employee may be granted leave on the work day prior to or subsequent to the holiday without loss of pay on the holiday, provided the employee has received prior approval from the responsible administrator. The approval must be requested at least four (4) calendar days prior to the holiday. Any unexcused absences on a day, before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

ARTICLE VIII SENIORITY

A. DEFINITION

The term "seniority" shall mean a regular employee's length of service since the last date of hire.

B. BREAKS IN SERVICE

An employee's seniority shall be broken by resignation, discharge, retirement or a continuous period of lay off in excess of two (2) years.

An employee's seniority ceases to accumulate while the employee is laid off as a result of reduction in force. If an employee who is laid off returns to work within two (2) years, the employee's previously earned seniority will be reinstated.

An employee's seniority ceases to accumulate while on unpaid general leave.

If an employee leaves a position represented by the Union, and remains an employee of the District, the employee's accumulated seniority shall be frozen. If an employee returns to a position represented by the Union, she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

An employee who fails to return a signed contract within twenty (20) days after it is tendered shall be terminated. Such termination shall result in a loss of all accumulated seniority.

ARTICLE IX BIDDING PROCEDURE

A. VACANCIES OF REGULAR ROUTES

No later than the first working day of October of each school year, the school district shall offer employees the right to bid on unassigned regular routes or new regular routes as established by the school district. Routes open for bid shall be posted and bid for three (3) working days. These routes shall be filled on the basis of seniority in the District. Seniority shall be determined in accordance with Article VIII.

Where an employee has bid and has been awarded a regular route and such route has retained essentially the same hours and geographical area, as determined by the Manager-Transportation, such employee will be deemed to hold incumbent bid rights to that route. Regular routes shall not be put up for bid if an employee has established an incumbent right as defined in this paragraph. In the event that a noon route is eliminated, the employee shall retain the right to a noon route opening for a period of one year. In the event that more than one noon route is eliminated, the most senior employee shall have the right to the first noon route opening. All regular routes shall be guaranteed a minimum of two and one-half (2½) hours. An employee may give up his/her incumbency in a route prior to the bidding of routes and shall not be able to bump but may be allowed to bid on open routes.

Regular route openings that occur after the October bidding, and which are expected to continue for more than twenty-five (25) working days, shall be posted on the first working day of January and April. Such route openings shall be posted for three (3) working days.

If an employee who has incumbent bid rights is deprived of his/her route for whatever reason, that employee can claim any open route and if no open route is available can replace the least senior employee over whom he/she has seniority.

Temporary bids shall be posted to cover long term absences.

All regular routes that are not filled through bidding shall be assigned by the Manager-Transportation or designee.

B. EXTRA TRIP ASSIGNMENTS

Notice of trips that are not designated as tie-in assignments as defined in Section C of this Article shall be posted five (5) working days in advance of the scheduled day of departure. Trips for the day shall be posted using two (2) separate lists, one (1) for out-of-city trips and one (1) for in-city trips. Trips that become known by the Transportation Center less than five (5) working days before the scheduled departure time shall be posted for twenty-four (24) hours and color coded as a late posting. Trips that become known by the Transportation Center less than forty-eight hours before the scheduled departure time will be declared an emergency trip. The trip time, as estimated by the requesting Administrator, shall be included in the posting. The Administrator's request for trip(s) shall be time stamped when received at the Transportation Center.

Two (2) separate seniority lists shall be maintained, one (1) for out-of-city trips and one (1) for in-city trips. The Manager-Transportation or designee shall be the sole judge of each employee's qualifications for inclusion or reinstatement on the seniority list(s). Employees who have completed their probationary period shall be eligible to be put on the in-city list.

An employee must have bid and been awarded a minimum of six (6) in-city trips before he/she will be considered for the out-of-city list. Eligible drivers are limited to one (1) bid for the day's posting and said bid must be time stamped and placed in the bid box no later than 4:00 p.m. on the second day of posting.

Out-of-city trips shall be awarded on the basis of continuous rotation of the out-of-city trip seniority list. On the first day of each month the rotation shall begin at seniority position number one (1) of the list. In-city trips shall be awarded on the basis of continuous rotation of the appropriate trip seniority list based on the school year. All out-of-city trips are guaranteed three (3) hours pay. All in-city trips are guaranteed two (2) hours pay. Out-of-city trips shall take precedent over in-city trips.

Trip assignments shall be awarded and posted no later than 4:00 p.m. of the working day after bidding is closed. The assignments shall then be awarded and posted no later than 4:00 p.m. of the next regular work day. The most senior eligible driver of the day bidding the trip shall be awarded the trip. Any driver who is eligible as provided by rotation of the seniority list and fails to submit a proper bid for posted trips on that day shall be placed at the bottom of the appropriate trip list. If sufficient drivers fail to bid, the District shall immediately invoke the appropriate provisions of Section D to fill any necessary trips that were not bid. When a driver fails to drive a trip after award by bidding, without reason(s) deemed appropriate by the Manager-Transportation or designee, his/her name shall be removed from that trip list and reinstatement shall be in the sole judgment of the Manager-Transportation or designee.

In the event a trip is canceled after being awarded, except when a trip is canceled because of school closure, or school delay, the driver shall be paid two (2) hours at the appropriate trip

rate. If the trip cancels after the driver has reported for the awarded trip, he/she shall be paid three (3) hours at the appropriate trip rate. The employee may be assigned other duties for the two (2) or three (3) hours.

The Manager-Transportation or designee may assign a trip that conflicts with the driver's regular route(s). The driver shall receive the pay for the trip or his/her regular route pay, whichever is higher.

Any employee who turns down an awarded trip, said trip shall be awarded as an emergency trip.

C. TIE-INS TO REGULAR ROUTES

Tie-ins are assignments which tie into regular routes and shall be paid at the drivers regular hourly rate of pay including the time between the regular route and the tie-in. Tie-ins should not exceed, in total, two (2) hours or be assigned off the trip seniority lists.

Tie-ins shall be assigned as much in advance as possible from a tie-in employee assignment list, by the Manager-Transportation or designee. Drivers will be allowed six (6) turn downs during a school year, except standby and substitute drivers shall be required to take tie-in assignments if no other driver is available. If a tie-in assignment is canceled the two (2) hour minimum shall not apply, except if the canceled tie-in is scheduled prior to the regular assignment and the driver has reported for work, the employee shall be paid for scheduled time of the tie-in and may be assigned duties as defined in Section B of this Article.

D. EMERGENCY EXTRA TRIP ASSIGNMENTS

Emergency trips that are unassigned twenty-four (24) hours prior to trip report time shall be awarded according to the appropriate rotation list by seniority. Any trip that is unassigned less than eight (8) hours prior to a trip report time may be awarded at the discretion of the Manager-Transportation or designee. A driver who accepts an assignment under this Section shall not relinquish his/her place on the rotation lists as defined in Section B of this Article.

Emergency trips shall be awarded from the appropriate In Town/Out of Town rotation list, in accordance with Section B of this Article.

Emergency out of town trips will be awarded from the rotation list for the month in which the trip occurs.

E. OTHER DUTIES

The school district retains the right to assign other duties which have not been designated as regular routes, or extra trips. Furthermore, the school district retains the right to assign extra trips when, due to the nature and cost of the trip, the trip would be canceled if the District were required to assign according to Section B of this Article.

F. SUMMER ROUTES

Known summer routes shall be bid and awarded by special bidding prior to the end of the preceding school year. The procedure shall be similar to that provided for during the school year. Such assignments, after award by bidding, shall be completed by the employee except when an extended absence is approved prior to the route bid date.

Employees who have modified school year routes are eligible to bid on summer school routes even when these routes overlap.

An on call substitute list will be maintained from employees who sign up for summer extra work list prior to the end of the preceding school year. This list will be on a continuously rotating basis, based on seniority.

If a sufficient number of attendants do not bid on available routes, drivers shall be eligible to bid on the unassigned routes. Awards shall be made according to seniority and rate of pay adjusted from driver to attendant rate.

Summer routes that become known to Transportation after summer routes have been awarded start at the top of the seniority list.

G. MODIFIED SCHOOL YEAR

The procedure for assigning routes for modified school year buildings shall be the same as during the regular school year.

H. SUMMER EXTRA TRIPS

Two (2) special seniority lists shall be maintained, one (1) for out-of-city trips and one (1) for in-city trips. Each week trips shall be posted for the ensuing week. Trips shall be bid on a weekly basis. The procedure shall be similar to that used during the regular school year. Trips shall be awarded on the basis of continuous rotation of the trip seniority lists.

I. BUS ATTENDANT ASSIGNMENTS

The needs of the District shall take precedent over Bid Assignments.

ARTICLE X STAFF REDUCTION PROCEDURES

A. REDUCTION IN FORCE

The school district for any reason may determine that it is necessary to reduce the number of employees. If, in the judgment of the school district, it is necessary to reduce the number of employees, the school district shall determine which employees are to be reduced according to the following procedure.

Whenever a lay off occurs, probationary employees shall be laid off first. When remaining employees have qualifications considered equal, the employee with the least total seniority shall be the first to be laid off.

B. RECALL RIGHTS

An employee on lay off shall retain the right to recall for a period of two (2) years after date of lay off. An employee who fails to return to work within six (6) working days after being notified by certified letter of recall shall lose recall rights. When a job opening occurs and more than one (1) employee is eligible for recall, and in the judgment of the school district the employees' qualifications are considered equal, the employee with the greatest accumulated seniority shall have priority for recall.

C. NOTIFICATION OF REDUCTION

At least three (3) working days prior to the scheduled date of lay off, the school district shall provide written notice to the Union and to each employee who may possibly be affected.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. **Grievant:** As used herein, a "grievant" is the person(s) making the allegation.
3. **Day:** As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

B. PROCEDURES

- Step 1: Informal:** An employee with a grievance shall first discuss it with the Manager-Transportation or designee, with the object of resolving the matter informally.
- Step 2:** If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Manager-Transportation or designee. The grievant shall present to the Manager-Transportation or designee a written copy of the grievance within five (5) days of the date of occurrence of the alleged violation. The Manager-Transportation or designee shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.

Step 3: In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Executive Director-Human Resources/designee. The grievant shall present to the Executive Director-Human Resources/designee a written copy of the grievance within seven (7) days of the administrator's written decision at Step 2. The Executive Director-Human Resources/designee shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after the receipt of the grievance.

Step 4: If the grievance is not resolved satisfactorily at step three (3), the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and grieving employee(s) to the Superintendent within five (5) days from receipt of the level three answer. The Union shall request a list of five (5) arbitrators from the Public Employment Relations Board. The arbitrator shall be selected by the two parties using an alternating strike-through process, with the Union having the first strike-through and the District having the second and repeating the process until one arbitrator remains.

The costs for the services of the arbitrator and the cost of the hearing shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in her/his decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. Her/his authority shall be strictly limited to deciding only the issue or issues presented to her/him, and the decision must be based solely and only upon her/his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels.

ARTICLE XII HEALTH PROVISIONS

In accordance with Federal regulations, employees shall be required to have an annual/biannual physical examination, which shall include a basic tuberculin test as prescribed in Chapter 285,

Code of Iowa, and must meet physical requirement as established by the DOT. The completed physical examination form shall be submitted to the within thirty (30) days after the physical. The District shall reimburse the employee for an amount not to exceed fifty dollars (\$50.00) toward the cost of the mandatory physical examination provided such cost is not reimbursable under an insurance program. Employees shall have their choice of doctor to see for the physical.

The cost of tine tests or x-rays for tuberculosis and audiograms prescribed by the health care provider who conducts the physical examination shall be paid by the District.

ARTICLE XIII SAFETY

There shall be a safety committee composed of the Manager-Transportation or designee and two (2) employee representatives designated by the Union to discuss safety and health conditions as they affect employees. The employee representatives shall promptly bring to the attention of the Manager-Transportation or designee any conditions known to them which could result in unsafe or hazardous working conditions for employees, and such conditions shall be promptly reviewed by the Manager-Transportation or designee. The two (2) employee representatives designated by the Union, shall be paid at the employee's regular hourly rate, for these meetings.

The school district will send two (2) Union representatives to the Governor's Safety Conference for up to three days each year the contract is in effect. The School District agrees to pay the employee's wages based on the employee's FTE, and the Union agrees to pay room and board.

ARTICLE XIV MISCELLANEOUS

A. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at:

The Superintendent's Office
346 Second Avenue SW
Cedar Rapids, Iowa 52404

2. If by school district, to Union at:

Business Representative, Local 238,
Chauffeurs, Teamsters, and Helpers
5000 J Street SW
Cedar Rapids, Iowa 52404

ARTICLE XV COMPLIANCE CLAUSES AND DURATION

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 2006, and shall continue in effect through June 30, 2009.

D. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, all July, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION, NO. 238, AN
AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT, in the County
of Linn, State of Iowa

By Gary Dunham
Gary Dunham
Secretary-Treasurer

By Dale L. Walter
Dale Walter
Business Representative

By Jerry Seavy
Jerry Seavy, Chief Steward

By Robert Divis
Robert Divis, Steward

By Lisa Jensen
Lisa Jensen, Steward

By Karen Ruhd
Karen Ruhd, Steward

By Mary Meisterling
Mary Meisterling, President
Cedar Rapids Community Schools
Board of Directors

By David Markward
David Markward, Superintendent